BILL NO. S-76-05-03

SPECIAL ORDINANCE NO. S-104-76

AN ORDINANCE approving a certain bid document for purchase of two vehicles for the Fort Wayne Fire Department.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. A certain bid document Ref. No. 711 dated March 22, 1976, between the City of Fort Wayne, by and through its Mayor and the Board of Public Safety and Hefner Chevrolet, Inc. for the following:

| | |
|---|---|
| 2 1976 Four-Door Sedans at $5,677.25 each: | $11,354.50 |
| Less Discount | 2,098.98 |
| Total Net Price | $ 9,255.52 |

for a total cost of $9,255.52, all as more particularly set forth in said bid document Ref. No. 711 and Purchase Order No. 3-33250, which are on file in the Office of the Department of Purchasing and are by reference incorporated herein, made a part hereof and are hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Vivian G. Schmidt
Councilman

APPROVED AS TO FORM
AND LEGALITY,
CITY ATTORNEY

Read the first time in full and on motion by ~~J Schmidt~~, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee on Finance (and ~~the City Plan Commission for recommendation~~) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197_____, at _____ o'clock P.M.,E.S.T.

Date: 5/11/76 Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by V. Schmidt, seconded by Hinga, and duly adopted, placed on its passage. Passed (~~LOST~~) by the following vote:

| | AYES | NAYS | ABSTAINED | ABSENT | TO-WIT |
|---|---|---|---|---|---|
| TOTAL VOTES | 8 | 0 | | 1 | |
| BURNS | X | | | | |
| HINGA | X | | | | |
| HUNTER | X | | | | |
| MOSES | | | | A | |
| NUCKOLS | X | | | | |
| SCHMIDT, D. | X | | | | |
| SCHMIDT, V. | X | | | | |
| STIER | X | | | | |
| TALARICO | X | | | | |

DATE: 5-25-76 Charles W. Westerman DNR
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~Zoning Map~~) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. 44-76 on the 25th day of May, 1976.

ATTEST: (SEAL)
Charles W. Westerman DNR
CITY CLERK

James S Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 26th day of May, 1976, at the hour of 11:00 o'clock A.M.,E.S.T.

Charles W. Westerman DNR
CITY CLERK

Approved and signed by me this 26th day of May, 1976, at the hour of 2:00 o'clock P.M.,E.S.T.

Robert E Armstrong
MAYOR

Bill No. S-76-05-03

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance approving a certain bid document for purchase of two vehicles for the Fort Wayne Fire Department.

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance do PASS.

Vivian G. Schmidt - Chairman

William T. Hinga - Vice-Chairman

Winfield C. Moses, Jr.

John Nuckols

Samuel J. Talarico

Vivian G. Schmidt
William T. Hinga
Winfield C. Moses Jr.
John Nuckols
Samuel J. Talarico

CONCURRED IN
DATE 5/25/76 CHARLES W. WESTERMAN, CITY CLERK

BILL NO. S-76-05-03

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving a certain bid document for purchase of two vehicles for the Fort Wayne Fire Department.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. A certain bid document Ref. No. 711 dated March 22, 1976, between the City of Fort Wayne, by and through its Mayor and the Board of Public Safety and Hefner Chevrolet, Inc. for the following:

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| 2 1976 Four-Door Sedans at $5,677.25 each: | $11,354.50 |
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| Total Net Price | $ 9,255.52 |

for a total cost of $9,255.52, all as more particularly set forth in said bid document Ref. No. 711 and Purchase Order No. 3-33250, which are on file in the Office of the Department of Purchasing and are by reference incorporated herein, made a part hereof and are hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

_____
Councilman

# Memorandum

**To** Dick Drake, Board of Public Safety **Date** April 23, 1976

**From** J. E. Kroener, Assistant Director of Purchases

**Subject** Bid Ref. No. 711 - Item #1 Only -(2) Four-Door Sedans

**COPIES TO:**

Tom Loraine

Herewith are bid documents (Bid No. 711) relating to Purchase Order No. 3-33250H which is prepared favoring Hefner Chevrolet, Inc. for two (2) 1976 Four-Door Sedans, total net price $9,255.52.

The following documents are attached in support of the recommendation for acceptance of Hefner's offer:

1. Tab Sheet
2. Hefner Chevrolet Bid
3. Allen County Motors Bid
4. Davis Pontiac Bid
5. Copy of Purchase Order

No bids were received for Item #2 - One (1) 1976 Truck Chassis and 14-Foot Van Type Body. Accordingly, requests for quotations have been processed, and when received, will be covered by a separate purchase order for Council approval.

In regard to April 15 letter from A. C. Lord regarding Council Approval on purchase orders, please make sure that no confirming purchase order number is communicated to Hefner Chevrolet until evidence of such approval is furnished to the Purchasing Department.

J. E. Kroener

Approved: A. C. Lord

COMPUTATION OF BIDS

BID REF. 711

CLOSING DATE April 12, 1976

| | Item #1<br>Two (2) 1975 or 1976<br>Four Door Sedans | Item #2<br>1976 Truck Chassis<br>& 14 Foot Van Type Body | | |
|---|---|---|---|---|
| H/A on File)<br>Allen County Motors<br>500 West Main Street<br>Fort Wayne, Indiana 46802<br>Cl#76119 $475.00<br>afd. OK | TOTAL $5678.00 /ea<br>LESS TAX 15.85<br>LESS TRADE _____<br>LESS DISC 943.15<br>TOTAL 4719.00 /ea<br>Del: 2 weeks/days ARO | TOTAL $ _____<br>LESS TAX _____<br>LESS TRADE _____<br>LESS DISC _____<br>TOTAL _____ | TOTAL $ _____<br>LESS TAX _____<br>LESS TRADE _____<br>LESS DISC _____<br>TOTAL _____ | TOTAL $ _____<br>LESS TAX _____<br>LESS TRADE _____<br>LESS DISC _____<br>TOTAL _____ |
| H/A on File)<br>Hefner Chevrolet, Inc.<br>500 East State Blvd.<br>Fort Wayne, Indiana 46805<br>Bid Bond afd. OK | TOTAL $ 5677.25/ea<br>LESS TAX _____<br>LESS TRADE _____<br>LESS DISC 2099.99 (2)<br>TOTAL 9255.52 (2)<br>Del: 60 ARO | TOTAL $ _____<br>LESS TAX _____<br>LESS TRADE _____<br>LESS DISC _____<br>TOTAL _____ | TOTAL $ _____<br>LESS TAX _____<br>LESS TRADE _____<br>LESS DISC _____<br>TOTAL _____ | TOTAL $ _____<br>LESS TAX _____<br>LESS TRADE _____<br>LESS DISC _____<br>TOTAL _____ |
| Poinsatte Motors, Inc.<br>200 South Clinton Street<br>Fort Wayne, Indiana 46802 | TOTAL $ _____<br>LESS TAX _____<br>LESS TRADE _____<br>LESS DISC _____<br>TOTAL _____ | TOTAL $ _____<br>LESS TAX _____<br>LESS TRADE _____<br>LESS DISC _____<br>TOTAL _____ | TOTAL $ _____<br>LESS TAX _____<br>LESS TRADE _____<br>LESS DISC _____<br>TOTAL _____ | TOTAL $ _____<br>LESS TAX _____<br>LESS TRADE _____<br>LESS DISC _____<br>TOTAL _____ |
| H/A on File)<br>Davis Pontiac, Inc.<br>312 West Main Street<br>Fort Wayne, Indiana 46805<br>Bid Bond 4/11/76 afd. OK | TOTAL $5699.80/ea<br>LESS TAX _____<br>LESS TRADE _____<br>LESS DISC 1943.72<br>TOTAL 11399.60 (2)<br>($5743.55/ea) Del: 12 days ARO | TOTAL $ _____<br>LESS TAX _____<br>LESS TRADE _____<br>LESS DISC _____<br>TOTAL _____ | TOTAL $ _____<br>LESS TAX _____<br>LESS TRADE _____<br>LESS DISC _____<br>TOTAL _____ | TOTAL $ _____<br>LESS TAX _____<br>LESS TRADE _____<br>LESS DISC _____<br>TOTAL _____ |
| Fort Wayne American Motors<br>4320 Coldwater Road<br>Fort Wayne, Indiana 46805 | TOTAL $ _____<br>LESS TAX _____<br>LESS TRADE _____<br>LESS DISC _____<br>TOTAL _____ | TOTAL $ _____<br>LESS TAX _____<br>LESS TRADE _____<br>LESS DISC _____<br>TOTAL _____ | TOTAL $ _____<br>LESS TAX _____<br>LESS TRADE _____<br>LESS DISC _____<br>TOTAL _____ | TOTAL $ _____<br>LESS TAX _____<br>LESS TRADE _____<br>LESS DISC _____<br>TOTAL _____ |
| Jim Kelly Buick, Inc.<br>1819 South Calhoun Street<br>Fort Wayne, Indiana 46804 | TOTAL $ _____<br>LESS TAX _____<br>LESS TRADE _____<br>LESS DISC _____<br>TOTAL _____ | TOTAL $ _____<br>LESS TAX _____<br>LESS TRADE _____<br>LESS DISC _____<br>TOTAL _____ | TOTAL $ _____<br>LESS TAX _____<br>LESS TRADE _____<br>LESS DISC _____<br>TOTAL _____ | TOTAL $ _____<br>LESS TAX _____<br>LESS TRADE _____<br>LESS DISC _____<br>TOTAL _____ |

COMPUTATION OF BIDS

BID REF. 711

CLOSING DATE April 12, 1976

| | Item #1<br>Two (2) 1975 or 1976<br>Four Door Sedans | Item #2<br>1976 Truck Chassis<br>& 14 Foot Van Type Body | | |
|---|---|---|---|---|
| Ernst Truck Equipment<br>2727 McDonald Street<br>Fort Wayne, Indiana 46803 | TOTAL $ _____<br>LESS TAX _____<br>LESS TRADE _____<br>LESS DISC _____<br>TOTAL _____ | TOTAL $ _____<br>LESS TAX _____<br>LESS TRADE _____<br>LESS DISC _____<br>TOTAL _____ | TOTAL $ _____<br>LESS TAX _____<br>LESS TRADE _____<br>LESS DISC _____<br>TOTAL _____ | TOTAL $ _____<br>LESS TAX _____<br>LESS TRADE _____<br>LESS DISC _____<br>TOTAL _____ |
| | TOTAL $ _____<br>LESS TAX _____<br>LESS TRADE _____<br>LESS DISC _____<br>TOTAL _____ | TOTAL $ _____<br>LESS TAX _____<br>LESS TRADE _____<br>LESS DISC _____<br>TOTAL _____ | TOTAL $ _____<br>LESS TAX _____<br>LESS TRADE _____<br>LESS DISC _____<br>TOTAL _____ | TOTAL $ _____<br>LESS TAX _____<br>LESS TRADE _____<br>LESS DISC _____<br>TOTAL _____ |
| | TOTAL $ _____<br>LESS TAX _____<br>LESS TRADE _____<br>LESS DISC _____<br>TOTAL _____ | TOTAL $ _____<br>LESS TAX _____<br>LESS TRADE _____<br>LESS DISC _____<br>TOTAL _____ | TOTAL $ _____<br>LESS TAX _____<br>LESS TRADE _____<br>LESS DISC _____<br>TOTAL _____ | TOTAL $ _____<br>LESS TAX _____<br>LESS TRADE _____<br>LESS DISC _____<br>TOTAL _____ |
| | TOTAL $ _____<br>LESS TAX _____<br>LESS TRADE _____<br>LESS DISC _____<br>TOTAL _____ | TOTAL $ _____<br>LESS TAX _____<br>LESS TRADE _____<br>LESS DISC _____<br>TOTAL _____ | TOTAL $ _____<br>LESS TAX _____<br>LESS TRADE _____<br>LESS DISC _____<br>TOTAL _____ | TOTAL $ _____<br>LESS TAX _____<br>LESS TRADE _____<br>LESS DISC _____<br>TOTAL _____ |
| | TOTAL $ _____<br>LESS TAX _____<br>LESS TRADE _____<br>LESS DISC _____<br>TOTAL _____ | TOTAL $ _____<br>LESS TAX _____<br>LESS TRADE _____<br>LESS DISC _____<br>TOTAL _____ | TOTAL $ _____<br>LESS TAX _____<br>LESS TRADE _____<br>LESS DISC _____<br>TOTAL _____ | TOTAL $ _____<br>LESS TAX _____<br>LESS TRADE _____<br>LESS DISC _____<br>TOTAL _____ |
| | TOTAL $ _____<br>LESS TAX _____<br>LESS TRADE _____<br>LESS DISC _____<br>TOTAL _____ | TOTAL $ _____<br>LESS TAX _____<br>LESS TRADE _____<br>LESS DISC _____<br>TOTAL _____ | TOTAL $ _____<br>LESS TAX _____<br>LESS TRADE _____<br>LESS DISC _____<br>TOTAL _____ | TOTAL $ _____<br>LESS TAX _____<br>LESS TRADE _____<br>LESS DISC _____<br>TOTAL _____ |

# DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

## INVITATION

Page 1 of 15

Ref. No. 711

Date March 22, 1976

Date wanted

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.*

*Mail all replies and correspondence, etc. to Att. of A. C. Lord - 423-7037 DEPARTMENT OF PURCHASES

Address 470 Room [redacted], Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department or Division Fort Wayne Fire Department

Room 350 - City County Building

Address One Main Street - Fort Wayne, Indiana 46802

Fund 10-730-726

Appropriation No.

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Time of Bids Monday - April 12, 1976 - 10:00 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 84602. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

**TAX EXEMPT** (Unless otherwise indicated)

| Quantity | Unit | Materials, Supplies, Equipment or Services | Unit Price | Total Amount |
|---|---|---|---|---|
| | | Item #1 | | |
| 2 | 1975 or 1976 | Four Door Sedan Passenger Car per attached specifications. | [illegible] | |
| | | Item #2 | | |
| 1 | | 1976 Truck Chassis and 14 Foot Van Type Body, per attached specifications, with trade-in. | No Bid | |
| | | All Specifications and Questionnaire must be fully completed for consideration. | | |
| | | The award of this bid may be made on either an item by item or on an overall basis, as we determine the most beneficial to the City. | | |
| | | Penalty Clause: Your stated Delivery Date must be met. A penalty charge of $10.00 per day will be deducted from your billing for each day late. This is due to many unrealistic dates received in the past, which was the determing factor, in some cases, in awarding the bid. | | |
| | | Each Bidder must submit a current 1976 written Affirmatice Action Program with their bid - or - have it on file with our E.E.O. Office for the current year; NOTE: Forms attached must be completed in full, if not on file in E.E.O. Office. | | |
| | | Specify which: On File: X Attached: | | |

Bid Bond required NO ☐ YES ☒ 5% Performance Bond NO ☐ YES ☒ 100%

See Instruction Item No. 15 on reverse side hereof.

Terms % cash discount if paid within days from delivery and acceptance of goods or completion of services.

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within days from receipt of order.

IMPORTANT ☞ As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

## PROPOSAL OR BID

Sign Here: [redacted]

Name of Company

For [redacted] Title

Address [redacted]

# GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.

2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.

3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.

4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

   To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.

5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.

6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.

7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.

   References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.

9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.

10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.

11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.

12. **Award:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.

13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.

14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full.
    Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".

    Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.

15. The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 203, section 10, being Burns Indiana Statute 40-2314-1961 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.

16. Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.
    a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
    b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.

17. **Submission and Receipt of Bids:**
    a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
    b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
    c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
    d) Separate proposals must be submitted on each reference number.
    e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted ..... Date ..... 19 ..... as follows:
Board-Commissioners Court of Purchases, etc. Date ..... 19 ..... as follows:
Rejected

Specifications for two passenger cars (District Chiefs), including all equipment listed as standard in manufacturer's printed literature describing the vehicle, unless superseded by special equipment specified herein.

Item #1 -

Base Price: $ 4705.21

Freight: 79.00

| | | | |
|---|---|---|---|
| 1. | Year: | 1976 or 1975, if available | 1975 |
| 2. | Body Type: | 4-Door sedan | yes |
| 3. | Color: | To be selected after contract award, from standard color | |
| 4. | Glass: | All tinted | tint |
| 5. | Wheelbase: | 121" minimum | 121" |
| 6. | Engine Type: | V-8 | V8 |
| 7. | Engine, Cu. In.: | 350 cu. in. minimum | 350 |
| 8. | Glove Box Light: | Required | yes |
| 9. | Rear Axle: | Performance axle | 2.73 |
| 10. | Transmission: | Automatic, H.D. | yes |
| 11. | Windshield Wipers: | 2 speed electric, w/washers | yes |
| 12. | Sun Visors: | Dual | yes |
| 13. | Arm Rests: | Dual | yes |
| 14. | Seat Belts: | Front and rear, 6000 lb. test, metal to metal buckle, black | 47.00 |
| 15. | Tires (5): | HR78-15 steel belted, radial | 133.40 |
| 16. | Charging System: | 70 amp. approximately alternator, regulator low cut-in | 61 amp |
| 17. | Body Side Molding: (Protective) | Required | 25.00 |
| 18. | Electrical System: | 12 volt | 12V |
| 19. | Mirrors: | Left and right outside, inside rear view, inside control on side mirrors | 43.00 |

Specifications - Continued

Item #1 - Continued

| | | | |
|---|---|---|---|
| 20. | Heaters: | Deluxe fresh air and defroster | $ Inc. |
| 21. | Brakes: | H.D. power disc on front min. | Inc. |
| 22. | Air Conditioning: | Factory installed | 495.00 |
| 23. | Steering: | Power steering | Inc. |
| 24. | Differential: | Power lock or equal | 55.00 |
| 25. | Cigarette Lighter: | Required | Inc. |
| 26. | Full Warranty: | Required | 12000 Mile Inc. |
| 27. | Trunk Light: | Required | Inc. |
| 28. | Trunk Lock (Electric): | Required | 17.00 |
| 29. | Heavy Duty 80 Amp. Battery: | Required | 16.00 |
| 30. | Front Stabilizer, if possible: | Required | Inc. |
| 31. | Undercoating, Standard: | Required | 46.25 |

Total ea. # 5.677.25

Less Tax — 0 —

TOTAL - 2-UNITS 11.354.50

Less Discount 2099.98

Total Net Price # 9255.52

Delivery Date: 60-Days from Receipt of Purchase Order

Warranty: 12000 Miles or 12 Months whichever comes first

SPECIFICATIONS QUESTIONNAIRE

Item #1

Bidders Proposal - To Be Completed By The Bidder

1. Year: 1976 Make: Chev. Model: 1-BH-69
2. Body Type: Bubble 4-Dr. Sedan
3. Color: To be Selected
4. Glass: Tinted safety glass all Around
5. Wheelbase: 131.5 in. W.B.
6. Engine Type: V-8
7. Engine Cu. In.: 350 Cu. In.
8. Glove Box Light: Yes
9. Rear Axle: Standard Axle
10. Transmission: 3-Speed Automatic
11. Windshield Wipers: 2-Speed Elec. w/ Washer
12. Sun Visors: Chrome Padded
13. Arm Rests: Usual
14. Seat Belts: Front & Rear Buckle Combination
15. Tires (5): HR 78x15 - Steel Belted Radial Whi
16. Charging System: 61 Amp Alternator
17. Body Side Molding: Protective
18. Electrical System: 12-Volt
19. Mirrors: L. & R. Hand outside Body Color
20. Heaters: Deluxe Fresh Air & Defroster
21. Brakes: Power Disc Front
22. Air Conditioning: Factory Installed
23. Steering: Power
24. Differential: Positraction
25. Cigarette Lighter: Yes

Specifications Questionnaire - Continued

Item #1 - Continued

26. Full Warranty: 12,000 Miles or 12-Months

27. Trunk Light: Yes.

28. Truck Lock (Electric): Yes.

29. Heavy Duty 80 Amp Battery: H.D. 80 Amps.

30. Front Stabilizer: Yes.

31. Undercoating - Standard: Yes.

Delivery 60 Days from receipt of Purch. Order.

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of Five Thousand Two Hundred and 00/100 Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☐ Check No. ..... in the sum of .....

.....Dollars

on ..... Bank

of .....

is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.

Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

.....

OTHER PARTIES INTERESTED IN THIS PROPOSAL
(See 14—Signatures under General Conditons, etc.)
List all Parties if Partnership

.....

.....

.....

.....

.....

BIDDER AND PRINCIPAL

Witness Blvd. Inc.
Name of Bidder—Print or Type

By Carl D. Geneseo III
Signature of Person Authorized to Sign

Title Asst. Secy.

5015 State St.
Street Name and Number

Fort Wayne, In. 46805
City, State and Zip Code

Date 6-02-76

See Cover Letter

Witnessed by:

Carl D. Geneseo III

SURETY

Hartford Accident & Indemnity Co.
Name of Company — Print or Type

Incorporated
In the State of: Connecticut

Address: Hartford Conn.

By Donald A. Wiegand
Sign on this Line

Date 6-02-76

## NON-COLLUSION AFFIDAVIT

STATE OF INDIANA, )
Allen COUNTY ) SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

Carl B. Yeamans Jr.
Bidder or Agent

For Hetrick Const. Inc.
Firm or Corporation

Subscribed and sworn to before me this 12 day of APRIL, 19 76

My Commission Expires

10-11-78

Kent Groves

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION



Ref. No. 711

Date March 22, 1976

Date wanted

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.*

*Mail all replies and correspondence, etc. to Attn. of A. C. Lord - 423-7037 DEPARTMENT OF PURCHASES

Address Room 470, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department or Division Fort Wayne Fire Department

Address Room 350 - City County Building
One Main Street - Fort Wayne, Indiana 46802

Fund Appropriation No. 10-730-726

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Time of Bids Monday - April 12, 1976 - 10:00 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 84068. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

**TAX EXEMPT** (Unless otherwise indicated)

| Quantity | Unit | Materials, Supplies, Equipment or Service | Unit Price | Total Amount |
|---|---|---|---|---|
| | | Item #1 | | |
| 2 | 1975 or 1976 | Four Door Sedan Passenger Car per attached specifications. | | |
| | | Item #2 | | |
| 1 | | 1976 Truck Chassis and 14 Foot Van Type Body, per attached specifications, with trade-in. | | |
| | | All Specifications and Questionnaire must be fully completed for consideration. | | |
| | | The award of this bid may be made on either an item by item or on an overall basis, as we determine the most beneficial to the City. | | |
| | | Penalty Clause: Your stated Delivery Date must be met. A penalty charge of $10.00 per day will be deducted from your billing for each day late. This is due to many unrealistic dates received in the past, which was the determing factor, in some cases, in awarding the bid. | | |
| | | Each Bidder must submit a current 1976 written Affirmatice Action Program with their bid - or - have it on file with our E.E.O. Office for the current year; NOTE: Forms attached must be completed in full, if not on file in E.E.O. Office. | | |
| | | Specify which: On File: ✓ Attached: | | |

Bid Bond required NO ☐ YES ☒ 5% Performance Bond NO ☐ YES ☒ 100%

See Instruction Item No. 16 on reverse side hereof.

Terms % cash discount if paid within days from delivery and acceptance of goods or completion of services.

## PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications supplying and at the prices set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within days from receipt of order

IMPORTANT — As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here: DAVIS AUTO CO.

Name of Company

For A. B. Davis Title

Address 313 E MAIN ST

...ed by Legal Department
...ing for City of Fort Wayne, 1943

# GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.

2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.

3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official, certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.

4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

   To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.

5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.

6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.

7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.

   References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.

9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the letter date is later than the date of delivery and acceptance.

10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.

11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.

12. **Award:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.

13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.

14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full.
    Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".

    Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.

15. The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 40-2316-1964 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.

16. Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.
    a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
    b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.

17. **Submission and Receipt of Bids:**
    a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
    b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
    c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
    d) Separate proposals must be submitted on each reference number.
    e) Proposals having any erasures or corrections therein may be rejected unless explained or noted over the signature of the bidder.

Accepted ..... 19..... as follows:
Board-Commissioner Dept. of Purchases, etc. Date .....
Rejected ..... 19..... as follows:

Specifications for two passenger cars (District Chiefs), including all equipment listed as standard in manufacturer's printed literature describing the vehicle, unless superseded by special equipment specified herein.

Item #1 -

Base Price: $ 4766.85

Freight: 113.00

| | | | |
|---|---|---|---|
| 1. | Year: | 1976 or 1975, if available | |
| 2. | Body Type: | 4-Door sedan | |
| 3. | Color: | To be selected after contract award, from standard color | |
| 4. | Glass: | All tinted | 64.00 |
| 5. | Wheelbase: | 121" minimum | |
| 6. | Engine Type: | V-8 | |
| 7. | Engine, Cu. In.: | 350 cu. in. minimum | CREDIT 64.00 |
| 8. | Glove Box Light: | Required | 14.00 |
| 9. | Rear Axle: | Performance axle | |
| 10. | Transmission: | Automatic, H.D. | |
| 11. | Windshield Wipers: | 2 speed electric, w/washers | |
| 12. | Sun Visors: | Dual | |
| 13. | Arm Rests: | Dual | |
| 14. | Seat Belts: | Front and rear, 6000 lb. test, metal to metal buckle, black | |
| 15. | Tires (5): | HR78-15 steel belted, radial | |
| 16. | Charging System: | 70 amp. approximately alternator, regulator low cut-in | 43.00 |
| 17. | Body Side Molding: (Protective) | Required | 38.00 |
| 18. | Electrical System: | 12 volt | |
| 19. | Mirrors: | Left and right outside, inside rear view, inside control on side mirrors | 49.00 |

Specifications - Continued

Item #1 - Continued

| | | | |
|---|---|---|---|
| 20. | Heaters: | Deluxe fresh air and defroster | $ |
| 21. | Brakes: | H.D. power disc on front min. | |
| 22. | Air Conditioning: | Factory installed | 512.00 |
| 23. | Steering: | Power steering | |
| 24. | Differential: | Power lock or equal | 55.00 |
| 25. | Cigarette Lighter: | Required | |
| 26. | Full Warranty: | Required | |
| 27. | Trunk Light: | Required | |
| 28. | Trunk Lock (Electric): | Required | 17.00 |
| 29. | Heavy Duty 80 Amp. Battery: | Required | 17.00 |
| 30. | Front Stabilizer, if possible: | Required | |
| 31. | Undercoating, Standard: | Required | 79.95 |

PRR UNIT 5699.80

Total 11399.60

Less Tax

Less Discount 1963.72

Total Net Price 9435.88

Delivery Date: 60 DAYS FROM ORDER DATE

Warranty: FULL - 12 MTH OR 12,000 MILES

SPECIFICATIONS QUESTIONNAIRE

Item #1

Bidders Proposal - To Be Completed By The Bidder

1. Year: 1976 Make: PONTIAC Model: CAT SEDAN L69
2. Body Type: 4 DOOR SEDAN
3. Color: STANDARD
4. Glass: TINTED - ALL
5. Wheelbase: 123.4
6. Engine Type: V-8
7. Engine Cu. In.: 350
8. Glove Box Light: YES
9. Rear Axle: 3 - 2.41
10. Transmission: TURBO HYDRAMATIC
11. Windshield Wipers: DUAL SPEED - ELECTRIC
12. Sun Visors: DUAL
13. Arm Rests: DUAL
14. Seat Belts: 3 FRT - 2 REAR
15. Tires (5): STEEL BELTED RADIAL
16. Charging System: HEAVY DUTY
17. Body Side Molding: YES
18. Electrical System: 12 VOLT
19. Mirrors: REMOTE CONTROL RIGHT & LEFT SIDE INSIDE NON GLARE
20. Heaters: YES
21. Brakes: POWER FRT DISCS REAR DRUM
22. Air Conditioning: FACTORY
23. Steering: POWER
24. Differential: SAFE T TRACK LIMITED SLIP
25. Cigarette Lighter: YES

Specifications Questionnaire - Continued

Item #1 - Continued

26. Full Warrenty: 12 MTH 12,000 MILES
27. Trunk Light: YES
28. Truck Lock (Electric): YES
29. Heavy Duty 80 Amp Battery: YES
30. Front Stabilizer: NO
31. Undercoating - Standard: YES 5 YEAR WARRANTY

# NON-COLLUSION AFFIDAVIT

STATE OF INDIANA, }
Allen COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

Bidder or Agent

For Davis Auto Co
Firm or Corporation

Subscribed and sworn to before me this 7th day of April, 19 76

My Commission Expires

3-23-77

Notary Public

Form DP-6
Short Form



REQUEST FOR PUBLICATION

| | |
|---|---|
| News Sentinel | × |
| Journal Gazette | × |
| Other | |

DATE March 22, 1976

Kindly publish the following advertisement on the dates as shown and issue invoice to *

* Department Fort Wayne Fire Department
Address Room 350 - City County Building
One Main Street - Fort Wayne, Indiana

Department of Purchases
City of Fort Wayne
By [signature]

BIDS WANTED -- REFERENCE NO. 711

Sealed Proposals will be received by the City of Fort Wayne at the Office of Department of Purchases, Number One Main Street, Room 470, Fort Wayne, Indiana, until Monday - April 12, 1976 - 10:00 A.M. for the following items:

Two (2) 1975 or 1976 Four Door Sedan Passenger Car

One (1) 1976 Truck Chassis and 14 Foot Van Type Body

Each Bidder must submit a current 1976 written Affirmative Action Program with his or her bid - or - have it on file with our E.E.O. Office for the current year.

Bid Forms, specifications, etc., may be obtained upon application at the office and address given above.
A Bid Bond or Certified Check in the amount of $ 5% must be submitted with the bid.

The successful bidder will be required to furnish a 100% Performance Bond.

Department of Purchases
City of Fort Wayne
By [signature] A. C. Lord
Director of Purchases

| INSERT 1st RUN | REPEAT 2nd RUN | Type of Advertising Required |
|---|---|---|
| 4-1-76 | 4-8-76 | LEGAL NOTICE |

# PROPOSAL AND BID SURETY FORM



PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of.....Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☐ Check No. ..... in the sum of SEVENTY FIVE ~~~~~ 75.00 Dollars

FOUR HUNDRED & SEVENTY FIVE ~~~~~ 75.00 Dollars

on INDIANA BANK Bank

of FORT WAYNE IND

is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.

Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

.....

OTHER PARTIES INTERESTED IN THIS PROPOSAL
(See 14—Signatures under General Conditons, etc.)
List all Parties if Partnership

.....

.....

.....

.....

.....

BIDDER AND PRINCIPAL

DAVIS AUTO CO
Name of Bidder—Print or Type

By Adm B Imbler Jr.
Signature of Person Authorized to Sign

Title V. PRES

312 E. MAIN
Street Name and Number

FORT WAYNE IND
City, State and Zip Code

Date 4-7-76

See Cover Letter

Witnessed by:

.....

SURETY

.....
Name of Company — Print or Type

Incorporated
In the State of:.....

Address.....

By.....
Sign on this Line

FORM DP2B 5-69

# CITY OF FORT WAYNE
## DEPARTMENT OF PURCHASES
Number One Main St., Ft. Wayne, Ind. 46802

## INVITATION

Page 1 of 15

Ref. No. 711

Date March 22, 1976

Date wanted

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.*

*Mail all replies and correspondence, etc. to Att. of A. C. Lord - 423-7037 DEPARTMENT OF PURCHASES

Address Room 470, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department or Division Fort Wayne Fire Department

Address Room 350 - City County Building
One Main Street - Fort Wayne, Indiana 46802

Fund 10-730-726
Appropriation No.

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Time of Bids Monday - April 12, 1976 - 10:00 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 84608. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

**TAX EXEMPT (Unless otherwise indicated)**

| Quantity | Unit | Materials, Supplies, Equipment or Service | Unit Price | Total Amount |
|---|---|---|---|---|
| | | Item #1 | | |
| 2 | 1975 or | 1976 Four Door Sedan Passenger Car per attached specifications. | | |
| | | Item #2 | | |
| 1 | | 1976 Truck Chassis and 14 Foot Van Type Body, per attached specifications, with trade-in. | | |
| | | All Specifications and Questionnaire must be fully completed for consideration. | | |
| | | The award of this bid may be made on either an item by item or on an overall basis, as we determine the most beneficial to the City. | | |
| | | Penalty Clause: Your stated Delivery Date must be met. A penalty charge of $10.00 per day will be deducted from your billing for each day late. This is due to many unrealistic dates received in the past, which was the determing factor, in some cases, in awarding the bid. | | |
| | | Each Bidder must submit a current 1976 written Affirmatice Action Program with their bid - or - have it on file with our E.E.O. Office for the current year; NOTE: Forms attached must be completed in full, if not on file in E.E.O. Office. | | |
| | | Specify which: On File: ✓ Attached: | | |

Bid Bond required NO ☐ YES ☒ 5% Performance Bond NO ☐ YES ☒ 100%

See Instruction item No. 16 on reverse side hereof.

Terms % cash discount if paid within days from delivery and acceptance of goods or completion of services.

## PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the prices set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within days from receipt of order*

IMPORTANT ☞ As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here: ALLEN COUNTY MOTORS INC
Name of Company
Per [signature] Title FLEET SALES MGR
Address 500 W MAIN FT WAYNE IND

# GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.

2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.

3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official, certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.

4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

   To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.

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9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.

10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.

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    a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
    b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
    c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
    d) Separate proposals must be submitted on each reference number.
    e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted ..... Date ..... 19.....
Board-Commissioner Dept. of Purchasing, etc. as follows:
Rejected ..... Date ..... 19.....
Board-Commissioner Dept. of Purchasing, etc. as follows:

Specifications for two passenger cars (District Chiefs), including all equipment listed as standard in manufacturer's printed literature describing the vehicle, unless superseded by special equipment specified herein.

Item #1 -

| | | | |
|---|---|---|---|
| | | Base Price: | $ 4752.00 |
| | | Freight: | 103.00 |
| 1. | Year: | 1976 or 1975, if available | |
| 2. | Body Type: | 4-Door sedan | |
| 3. | Color: | To be selected after contract award, from standard color | |
| 4. | Glass: | All tinted | 64.00 |
| 5. | Wheelbase: | 121" minimum | |
| 6. | Engine Type: | V-8 | |
| 7. | Engine, Cu. In.: | 350 cu. in. minimum | |
| 8. | Glove Box Light: | Required | 5.00 |
| 9. | Rear Axle: | Performance axle | 14.00 |
| 10. | Transmission: | Automatic, H.D. | |
| 11. | Windshield Wipers: | 2 speed electric, w/washers | |
| 12. | Sun Visors: | Dual | |
| 13. | Arm Rests: | Dual | |
| 14. | Seat Belts: | Front and rear, 6000 lb. test, metal to metal buckle, black | |
| 15. | Tires (5): | HR78-15 steel belted, radial | |
| 16. | Charging System: | 70 amp. approximately alternator, regulator low cut-in | N.A. |
| 17. | Body Side Molding: (Protective) | Required | 41.00 |
| 18. | Electrical System: | 12 volt | |
| 19. | Mirrors: | Left and right outside, inside rear view, inside control on side mirrors | 97.00 |

Specifications - Continued

Item #1 - Continued

| | | | |
|---|---|---|---|
| 20. | Heaters: | Deluxe fresh air and defroster | $ STD |
| 21. | Brakes: | H.D. power disc on front min. | STD |
| 22. | Air Conditioning: | Factory installed | 486.00 |
| 23. | Steering: | Power steering | STD |
| 24. | Differential: | Power lock or equal | 54.00 |
| 25. | Cigarette Lighter: | Required | STD |
| 26. | Full Warranty: | Required | N.A. |
| 27. | Trunk Light: | Required | 10.00 |
| 28. | Trunk Lock (Electric): | Required | STD |
| 29. | Heavy Duty 80 Amp. Battery: | Required | 17.00 |
| 30. | Front Stabilizer, if possible: | Required | |
| 31. | Undercoating, Standard: | Required | 35.00 |

| | |
|---|---|
| Total | 5678.00 |
| Less Tax | 15.85 |
| Less Discount | 943.15 |
| Total Net Price EACH | 4719.00 |

Delivery Date: DELIVERY IS THE RESPONSIBILITY OF THE MANUFACTUROR AND IN NO WAY CAN THE DEALER GUARANTEE 3 WEEKS DELIVERY

Warranty:

12000 MILES OR 12 MONTHS

SPECIFICATIONS QUESTIONNAIRE

Item #1

Bidders Proposal - To Be Completed By The Bidder

1. Year: 1976 Make: FORD Model: LTD
2. Body Type: 4 DR. PILL. H.T.
3. Color: STD
4. Glass: FULL TINTED
5. Wheelbase: 123"
6. Engine Type: V8
7. Engine Cu. In.: 351
8. Glove Box Light: YES
9. Rear Axle: PERFORMANCE
10. Transmission: HD AUTOMATIC
11. Windshield Wipers: 2 SPEED ELECT.
12. Sun Visors: PADDED
13. Arm Rests: YES
14. Seat Belts: YES
15. Tires (5): HR 78 X 15
16. Charging System: 60 AMP
17. Body Side Molding: YES
18. Electrical System: 12 V
19. Mirrors: YES
20. Heaters: YES
21. Brakes: YES
22. Air Conditioning: FACTORY
23. Steering: POWER
24. Differential: POWER LOCK
25. Cigarette Lighter: YES

Specifications Questionnaire - Continued

Item #1 - Continued

26. Full Warrenty: 12000 MILES OR 12 MONTHS

27. Trunk Light: YES

28. Truck Lock (Electric): YES

29. Heavy Duty 80 Amp Battery: YES

30. Front Stabilizer: N.A.

31. Undercoating - Standard: YES

Specifications for one (1) 1976 Truck Chassis and 14-foot Van Type Body, including equipment listed as standard in manufacturer's printed literature describing the vehicle, unless superceded by special equipment listed herein:

Item #2

Base Price: $_____

Freight: $_____

| | | | |
|---|---|---|---|
| 1. | Year | 1976 | $_____ |
| 2. | Gross Vehicle Weight: | 14,000 Lbs. Min. | $_____ |
| 3. | Front Axle Capacity: | 4700 Lbs. Min. | $_____ |
| 4. | Rear Axle: | 13,000 Lbs. Min. | $_____ |
| 5. | Rear Axle Ratio: | 6.2 or less - Eaton locking Differential or equal | $_____ |
| 6. | Shocks: | Heavy Duty | $_____ |
| 7. | Springs: | Heavy Duty, rear per GVW Rating | $_____ |
| 8. | Brakes: | Power | $_____ |
| 9. | Battery: | Dual with Master Battery Selector Switch, 60 amp. min. each | $_____ |
| 10. | Alternator: | 100 amp. min. | $_____ |
| 11. | Engine: | V-8, 400 cu. in. min. | $_____ |
| 12. | Steering: | Power | $_____ |
| 13. | Transmission: | Automatic | $_____ |
| 14. | Tires: | Front 8-19.5, 10 Ply<br>Rear 8-19.5, 10 Ply<br>Mud and snow dual<br>Spare tire and wheel | $_____ |
| 15. | Wheels: | Budd or equal | $_____ |
| 16. | Wheel Housing: | For Dual Wheels | $_____ |
| 17. | Undercoat: | Complete Chassis | $_____ |
| 18. | Paint: | To be selected after contract award Production color | $_____ |
| 19. | Windshield & Windows: | Tinted | $_____ |
| 20. | Wipers & Washers: | 2 speed electric | $_____ |

NO BID

## NON-COLLUSION AFFIDAVIT

STATE OF INDIANA, }
ALLEN COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

Ed Hardick

FLEET SALES MGR
Bidder or Agent

For ALLEN COUNTY MOTORS INC,
Firm or Corporation

Subscribed and sworn to before me this 9 day of April, 19 76

My Commission Expires

1-30-78

Margaret Callahan

Form DP-6
Short Form



REQUEST FOR PUBLICATION

| | |
|---|---|
| News Sentinel | × |
| Journal Gazette | × |
| Other | |

DATE March 22, 1976

Kindly publish the following advertisement on the dates as shown and issue invoice to *

* Department Fort Wayne Fire Department
Address Room 350 - City County Building
One Main Street - Fort Wayne, Indiana

Department of Purchases
City of Fort Wayne
By [signature]

BIDS WANTED -- REFERENCE NO. 711

Sealed Proposals will be received by the City of Fort Wayne at the Office of Department of Purchases, Number One Main Street, Room 470, Fort Wayne, Indiana, until Monday - April 12, 1976 - 10:00 A.M. for the following items:

Two (2) 1975 or 1976 Four Door Sedan Passenger Car

One (1) 1976 Truck Chassis and 14 Foot Van Type Body

Each Bidder must submit a current 1976 written Affirmative Action Program with his or her bid - or - have it on file with our E.E.O. Office for the current year.

Bid Forms, specifications, etc., may be obtained upon application at the office and address given above.
A Bid Bond or Certified Check in the amount of $ 5% must be submitted with the bid.

The successful bidder will be required to furnish a 100% Performance Bond.

Department of Purchases
City of Fort Wayne
By [signature] A. C. Lord
Director of Purchases

| INSERT 1st RUN | REPEAT 2nd RUN | Type of Advertising Required |
|---|---|---|
| 4-1-76 | 4-8-76 | LEGAL NOTICE |

# PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM -NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of.....

.....Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☒ Cashiers ☐ Check No. 6440 in the sum of FOUR HUNDRED SEVENTY FIVE DOLLARS

.....Dollars

on LINCOLN BANK & TRUST CO Bank

of FT. WAYNE INDIANA

is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.

Note: If Check is used as Bid Surety--Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

BIDDER AND PRINCIPAL

ALLEN COUNTY MOTORS INC
Name of Bidder—Print or Type

By Ed Overdick
Signature of Person Authorized to Sign

Title FLEET SALES MGR

500 W MAIN ST
Street Name and Number

FT WAYNE INDIANA
City, State and Zip Code

Date APRIL 9TH 76

OTHER PARTIES INTERESTED IN THIS PROPOSAL
(See 14—Signatures under General Conditons, etc.)
List all Parties if Partnership

.....

.....

.....

.....

.....

See Cover Letter

Witnessed by:

SURETY

.....
Name of Company — Print or Type

Incorporated In the State of: INDIANA

Address.....

By.....
Sign on this Line

FORM DP-3
APPROVED BY THE STATE BOARD OF ACCOUNTS FOR THE CITY OF FORT WAYNE 1965.

# CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES
NUMBER ONE EAST MAIN STREET
ROOM 470
FORT WAYNE, INDIANA 46802

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS ETC. TO:

Fort Wayne Fire Department
Room 350, City-County Building
One Main St., Fort Wayne, IN

1078

Hefner Chevrolet, Inc.
500 E. State Blvd.
Fort Wayne, IN 46805

DELIVER TO:-
DEPARTMENT OR DIVISION: Fire Shop
1705 S. Lafayette St.
Fort Wayne, IN 46802

ADDRESS
CASH DISCOUNT TERMS % IF PAID WITHIN DAYS FROM DELIVERY AND ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)

PURCHASE ORDER NUMBER
**3-33250H**

DATE April 19, 1976
REF. NO.
REQ. NO.

THE ABOVE INFORMATION MUST APPEAR ON ALL INVOICES, BILLS OF LADING, DELIVERY TICKETS, PACKAGES AND CORRESPONDENCE.
**INVOICE IN DUPLICATE.**

THIS PURCHASE ORDER ISSUED BY:
DEPT. DP

DATE WANTED

APPROPRIATION AND FUND NUMBER: 10-730-726

| QUANTITY ORDERED | UNIT | MATERIALS, SUPPLIES OR SERVICES | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | TAX EXEMPT (UNLESS OTHERWISE INDICATED) | | |
| 2 | | 1976 Four-Door Sedans | 5,677.25 | 11,354.50 |
| | | Less Discount | - | 2,098.98 |
| | | TOTAL NET PRICE: | | 9,255.52 |
| | | Per Bid Ref. No. 711<br>Delivery: 60 Days ARO<br>N-30<br>F.O.B. Delivered<br><br>SUBJECT TO COUNCILMANIC APPROVAL | | |
| | | XXXXXXXXXXXXXXXXXXXXX | | |

COMPLIANCE WITH THE DELIVERY DATE REQUESTED WILL AVOID "FOLLOW UP" CORRESPONDENCE.

**NOTE**
↓
**READ**
INSTRUCTIONS ON THE BACK OF THIS
**ORDER**
THE CONTRACTOR OR VENDOR, BY ACCEPTING THIS ORDER, AGREES TO THE GENERAL CONDITIONS AND TERMS OF AGREEMENT ON THE BACK OF THIS ORDER.

UNLESS OTHERWISE NOTED THE PRICES SHOWN INCLUDE ALL CHARGES FOR DELIVERY, PACKING, ETC., NECESSARY TO COMPLETE DELIVERY TO DESTINATION SPECIFIED.

UNLESS OTHERWISE INDICATED THE PRICES SHOWN DO NOT INCLUDE TAXES OF ANY KIND.

EXEMPTION BLANKS WILL BE FURNISHED WHEN NECESSARY.

IND. SALES TAX EXEMP. CERTIF. NO. 34508

IF THIS ORDER DOES NOT AGREE WITH YOUR QUOTATION KINDLY RETURN IT WITH AN EXPLANATION.

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED BY UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE EXPENDITURE THEREFOR HAS BEEN DULY AUTHORIZED AND APPROPRIATED.

V.G. Schnizer
Edward G. Kaminski — City Controller

Per

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER IS AUTHORIZED BY A PROPERLY EXECUTED AND APPROVED REQUISITION ON FILE IN THIS OFFICE.

A.C. Lord
Alex W. Demetrott — Director of Purchases

Per

Admn. Appr. _____

# DIGEST SHEET

TITLE OF ORDINANCE Purchase of Two Sedans for Fire Department

DEPARTMENT REQUESTING ORDINANCE Public Safety (Fire Department)

SYNOPSIS OF ORDINANCE Assignment of P.O. 3-33250H to the lowest bidder, Hefner Chevrolet, Inc., for two Four-Door Sedans. Bid Refernce 711.

EFFECT OF PASSAGE Enable Fire Department to replace 2 cars, used by District Chief's, which are no longer reliable for their use. The 2 older cars will be used in other areas of the Fire Department where the reliability is not of great concern.

EFFECT OF NON-PASSAGE The District Chief's will be using cars which are no longer reliable and the Fire Department will be short vehicles.

MONEY INVOLVED (Direct Costs, Expenditures, Savings)

Total Direct Cost $9,255.52.

ASSIGNED TO COMMITTEE (J.N.) _____

DATE SUBMITTED: _____

Admn. Appr. _____

DIGEST SHEET S. 76-05-03

TITLE OF ORDINANCE Purchase of Two Sedans for Fire Department

DEPARTMENT REQUESTING ORDINANCE Public Safety (Fire Department)

SYNOPSIS OF ORDINANCE Assignment of P.O. 3-33250H to the lowest bidder, Hefner Chevrolet, Inc., for two Four-Door Sedans. Bid Refernce 711.

EFFECT OF PASSAGE Enable Fire Department to replace 2 cars, used by District Chief's, which are no longer reliable for their use. The 2 older cars will be used in other areas of the Fire Department where the reliability is not of great concern.

EFFECT OF NON-PASSAGE The District Chief's will be using cars which are no longer reliable and the Fire Department will be short vehicles.

MONEY INVOLVED (Direct Costs, Expenditures, Savings)

Total Direct Cost $9,255.52.

ASSIGNED TO COMMITTEE (J.N.) Finance

DATE SUBMITTED: _____